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A G R E E M E N T

Between

THE JUDGES OF THE HUDSON COUNTY COURT
HUDSON COUNTY, NEW JERSEY

AND

THE HUDSON COUNTY PROBATION OFFICERS ASSOCIATION

FROM JANUARY 1, 1976 TO DECEMBER 31, 1978

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A G R E E M E N T

THIS AGREEMENT made the 30th day of June, 1977 by and between the Judges of the Hudson County Court, Hudson County, New Jersey, and their successors (hereinafter referred to as "The Judges"), and the Hudson County Probation Officers Association (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association, pursuant to the Laws of 1968, Chapter 303 (New Jersey Employer-Employee Relations Act), as the sole and exclusive representative of Probation Officers, Senior Probation Officers, and Principal Probation Officers I and II, of the Hudson County Probation Department, to negotiate matters relating to salaries and working conditions for employees in those titles as fall within the purview of the Judges, pursuant to N.J.S.A. 2A:168-1 et seq.

2. (a) For the year 1976, there will be no salary increase.

(b) A full 1/26 of each covered employee's annual pay on the twenty-seventh payday of 1976, thus avoiding a payless payday. This is to be considered a supplement to 1976 pay, but not to be considered as added to nor included in an employee's annual pay for 1976.

(c) Effective January 1, 1977, an across-the-board pay increase of \$1,327.00 to be added to each Probation Officer's base annual pay for 1977. It is agreed by and between

the parties hereto that the annual rate of pay for all Probation Officers, Senior Probation Officers and Principal Probation Officers I and II for the year 1977 shall be as indicated in an Order Fixing Salaries entered by the Judges of Hudson County on 1977 and filed in the Hudson County Clerk's Office on 1977. A copy of said Order Fixing Salaries is attached hereto and made a part of this Agreement.

(d) Effective June 30th, 1977, a prescription drug program not to exceed the cost of \$50.00 per employee in 1977, applicable to all Probation Officers.

(e) For 1978 a wage re-opening clause is recognized and negotiations for 1978 wages may be commenced on or after October 17, 1977.

3. On permanent promotions, each Officer will receive a salary increase of five per cent of his or her base salary, or the new minimum for each title, whichever is greater.

4. Probation Officers of all ranks using their personal automobiles in the performance of official duties shall be reimbursed at the rate of fifteen cents (\$.15) per mile.

5. Probation Officers who are required to remain on duty through the supper hour to accept reports of probationers shall receive a meal allowance of \$4.00 for each day of assignment, to be paid in accordance with the provisions of N.J.S.A. 2A:168-8.

6. In addition, Probation Officers shall be reimbursed for expenses entailed in using toll roads, such as, the N.J. Turnpike and the Garden State Parkway, in the performance of official duties, pursuant to the provisions of N.J.S.A. 2A:168-8.

Further, parking fees while doing field work will be reimbursed under the provisions of N.J.S.A. 2A:168-8. However, no Officer working in his normal office location shall receive reimbursement for parking expense while working in the office.

7. When Officers are required to remain on duty beyond the hours when the Courts and the Probation Office are closed, the Chief Probation Officer is authorized to provide compensatory time, such as an equivalent amount for those officers so affected. Such leave will be granted when it will least affect the operations of the Court and Probation Department.

8. For the duration of this Agreement, current vacation practices will continue with regard to the number of vacation days and to the scheduling of such vacations in conformity with N.J.S.A. 11:24A-1 and N.J.A.C. 4:1-17.14.

9. As authorized by N.J.S.A. 34:13A-5-3, the parties agree that a complaint or grievance of any Probation Officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's

immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint need not be in writing.

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved Officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter.

Step 3. If the aggrieved Officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

- (a) He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency.
- (b) He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition.
- (c) He may request the matter to be heard by an impartial arbitrator, who shall be selected by the agreement of both parties in accordance with the conventionally used rules and procedures utilized for this purpose by recognized public and private arbitration agencies:
 - 1. The decision of the arbitrator shall be final and binding on both parties:
 - 2. The cost of arbitration shall be borne equally by the parties to the contract.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in Step 3-c above is limited exclusively to the interpretation and application of the specific provisions of this Agreement. Other grievances not associated with the interpretation and application of this Agreement, shall be subject only to the application of Steps 1, 2 and 3-a and b, for their resolution. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an Attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

10. The standard Hudson County Longevity Plan will continue to be available for Hudson County Probation Officers.

11. In the event that other County employees receive group dental or any broad coverage benefits, the Judiciary will make every effort to have those benefits include Probation Officers.

12. Seniority will be given consideration in the choice and scheduling of vacation periods and in the selection of Officers to fill available assignments.

13. The provision of this Agreement shall be in effect from January 1, 1976 until December 31, 1978 and, by mutual concurrence of both parties, may be continued for an additional calendar year. Should any provisions be found in violation of any law or any rule having the effect of law, all

other provisions shall remain in effect for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of June, 1977.

FOR THE ASSOCIATION:

Michael C. Cuyal
President

Eric K. Snyder
Vice President

Margaret Kane
Secretary

W. L. C. [Signature]
Treasurer

FOR THE JUDGES:

Edward F. Hamill J.C.C.

Raymond W. Young J.C.C.

James H. Dowden J.C.C.

Richard E. Connors J.C.C.

John J. Grossi, Jr. J.C.C.

Charles J. Harrington, Jr. J.C.

HUDSON COUNTY COURT

IN RE: :
HUDSON COUNTY PROBATION : ORDER FIXING SALARIES
DEPARTMENT :

Pursuant to N.J.S.A. 2A:168-8, on notice to the Hudson County Board of Chosen Freeholders, and after a hearing thereon, having considered the view of the Board of Chosen Freeholders, by their representative, and having taken into consideration the proposed contract negotiated by the representatives of the Judges of the Hudson County Court with the employee representative of the Hudson County Probation Officers Association; it is on the 30th day of JUNE, 1977

ORDERED, that the salary ranges for Probation Officers in the County of Hudson, effective January 1, 1977, and until further ordered, shall be as follows:-

	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 9,950.	\$12,518.
Senior Probation Officer	\$11,700.	\$17,683.
Principal Probation Officer II	\$15,510.	\$19,477.
Principal Probation Officer I	\$16,700.	\$19,701.

IT IS FURTHER ORDERED, that the following annual salaries of the Probation Officers staff shall be as follows:-

	<u>Present Salary</u>	<u>Salary Retroactive to 1/1/77</u>
<u>PRINCIPAL PROBATION OFFICER I</u>		
Benjamin J. Dineen	\$ 18,374.	\$ 19,701..
Stanley A. Grobowski	18,374.	19,701.
Mortimer T. Hayes	18,374.	19,701.
John A. Kearney	18,374.	19,701.
William P. McDonough	18,374.	19,701.
<u>PRINCIPAL PROBATION OFFICER II</u>		
Joseph P. Azzarella	\$ 18,150.	\$ 19,477.
John M. Callery	17,099.	18,426.
Gori J. Carfora (L.O.A.)		
James J. Costello	18,150.	19,477.
Lawrence J. Fitzhenry	18,150.	19,477.
Joseph V. Kelly	18,150.	19,477.
James B. Kozmor	15,510.	16,837.
Mulligan, Kathryn A.	18,150.	19,477.
Thomas H. Neary	18,150.	19,477.
James R. Owens	15,510.	16,837.
Raymond H. Parkhurst	17,270.	18,597.
<u>SENIOR PROBATION OFFICERS</u>		
Louis D. Antonicello	\$ 11,700.	\$ 13,027.
Jerome Boyle	12,259.	13,586.
Frank J. Bull	12,259.	13,586.
William G. Carr	11,700.	13,027.

	<u>Present Salary</u>	<u>Salary Retroactive to 1/1/77</u>
<u>SENIOR PROBATION OFFICERS: Cont'd</u>		
Brian Codd	\$ 11,700.	\$ 13,027.
Bernadette D. Costanzo	11,700.	13,027.
Rody J. Costanzo	11,700.	13,027.
Michael C. Coyne	13,078.	14,405.
Dennis M. DeTitta	11,700.	13,027.
Edmond J. Donovan	13,899.	15,226.
Brian G. Fallon	13,899.	15,226.
Joseph W. Grossi	15,537.	16,864.
Thomas W. Hennessey	15,537.	16,864.
Donald S. Killoran	14,718.	16,045.
Richard J. Krisinski	16,356.	17,683.
Rocco R. Lucciola	15,537.	16,864.
John McCausland	13,078.	14,405.
Robert P. Meehan	13,899.	15,226.
Gerald Monahan (Resigned 5/9/77)	13,899	15,226
Nancy Mulligan	16,356.	17,683.
John Norton	12,259.	13,586.
Alfred J. Pacelli	13,899.	15,226.
William R. Paris	12,259.	13,586.
Frank J. Patti	14,718.	16,045.
Richard Polonitza	11,700.	13,027.
Vincent A. Rossi	11,700.	13,027.
Carmello J. Scalzo	12,259.	13,586.
Francis W. Serafin	15,537.	16,864.
Eric K. Snyder	11,700.	13,027.
Philip J. Sorrentino	13,899.	15,226.

	<u>Present Salary</u>	<u>Salary Retroactive to 1/1/77</u>
<u>SENIOR PROBATION OFFICERS: Cont'd</u>		
Walter R. Stewart	\$ 13,078.	\$ 14,405.
Deotis Taylor	13,899.	15,226.
Harold Taylor	16,356.	17,683.
Francis Tedeschi	11,700.	13,027.
John J. Teehan	13,899.	15,226.
John T. Vorrius	13,078.	14,405.
Robert Zdanowicz	13,078.	14,405.
<u>PROBATION OFFICERS</u>		
James F. Bongiovanni	\$ 11,191.	\$ 12,518.
Thomas J. Canning	11,191.	12,518.
William W. Carpenter (L.O.A.)		
Annette L. Doris	10,450.	11,777.
Harry P. Fronjian	10,450.	11,777.
Hall, Thomas	9,950.	11,277.
James Hamill	9,950.	11,277.
Robert Hurley	11,191.	12,518.
Shelia Hurley	11,191.	12,518.
Kevin Kamienski	9,950.	11,277.
Maureen Kane	11,191.	12,518.
Nancy A. Lecyn	10,450.	11,777.
Robert Lincoln	11,191.	12,518.
Janet McElroy	9,950.	11,277.
Dennis A. Murphy	10,450.	11,777.
John O'Brien	9,950.	11,277.

Present
Salary

Salary
Retroactive to
1/1/77

PROBATION OFFICERS: Cont'd

Patrick E. Reilly	\$ 9,950.	\$ 11,277.
William T. Reilly	9,950.	11,277.
James J. Tutak	10,450.	11,777.
William V. Walsh	11,191.	12,518.

It is FURTHER ORDERED that the salaries outlined shall be in effect until December 31, 1977, and until further order of this Court.

Edward F. Hamill J.C.C.

Raymond W. Young J.C.C.

James H. Dowden J.C.C.

Richard F. Connors J.C.C.

John J. Grossi, Jr. J.C.C.

Charles J. Harrington, JR. J.C.C.

DATED Jersey City, N.J.
30th, day of June , 1977